

Tariff for
HARDIN COUNTY WATER DISTRICT No. 1
of
1400 Rogersville Road, Radcliff, Kentucky, 40160

Providing Sewer Service For

**U. S. Armor Center & Fort Knox, Kentucky
and**

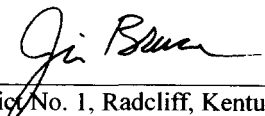
**Portions of Hardin and Meade Counties as included in Additional
Territory Amended by the Judge Executive of Hardin County in 2000**

**Excluding the incorporated city limits of the
City of Radcliff, Kentucky**

Filed with the

PUBLIC SERVICE COMMISSION of KENTUCKY

DATE OF ISSUE December 1, 2005

ISSUED BY: , Mr. Jim Bruce,
Hardin County Water District No. 1, Radcliff, Kentucky

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

EFFECTIVE

12/1/2004

**PURSUANT TO 807 KAR 5:011
SECTION 9 (1)**

By 

Executive Director

Hardin County Water District No. 1CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

(N)

1. **Applicability:** These rules and policies apply to United States Armor Center & Fort Knox, Kentucky ("Government") as the initial wastewater customer of the Hardin County Water District No. 1 ("District") and will be in affect until changed and approved by the District's Board of Commissioners and the Kentucky Public Service Commission ("PSC"). Other rules, policies and levels of service which may be required by the PSC and are available from the PSC offices (phone 1-800-772-4636 or TDD at 1-800-648-6056) or may be reviewed upon request at the District offices.
2. **Services Provided:** The District has agreed and is required to provide sewer services in response to the Government's request for proposals to divest ownership, maintenance and operations of both sanitary and storm sewer facilities. Said request was issued in September, 2001 by the Defense Energy Support Center ("DESC"). After review of bids received, the Government and the District negotiated and entered into a Utility Service Contract ("Contract"), executed on September 30, 2004, awarding the bid to the District and providing for the District to take over ownership and operations of all included facilities and utility operations. The Contract sets forth the terms under which the District will provide service, and the agreed rates which will be charged to the Government.
3. **Area Served:** The service area shall include the U. S. Armor Center & Fort Knox, Kentucky, as described specifically in an Easement and Bill of Sale document provided by the Government to the District as part of the Contract and also may include portions of Hardin and Meade Counties as included in Additional Territory Amended by the Judge Executive of Hardin County in 2000, but excludes the present and future incorporated city limits of the City of Radcliff, Kentucky.
4. **Future Customers:** The District may in the future provide sewer utility services also to customers, entities or communities off post (which is provided for in the Contract) in Hardin and Meade Counties.

DATE OF ISSUE December 1, 2004ISSUED BY: Jim Bruce, Mr. Jim Bruce, General Manager
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Executive Director

Hardin County Water District No. 1CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

(N)

5. **Rates and Charges:** All the terms, services provided, rates, responsibilities of District and process for future rate adjustments have been negotiated and agreed to in the Contract signed and executed on September 30, 2004. The agreed to rates for the Government, being the initial and only customer of the District, are as follows;

SERVICES REQUIRED / SUPPLIED	AGREED MONTHLY SERVICE CHARGE
Fixed monthly charge for the first 36 months of Contract for District to provide all <u>sanitary sewer services</u> as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement</i> .	\$213,659
Initial Monthly Capital Improvement Surcharge for the first 24 months to provide all <u>initial capital upgrades</u> as required and agreed to in the Contract	\$58,995
Initial Monthly Capital Improvement Surcharge for first 24 months to design and install an <u>Ultraviolet Disinfection System</u> as required and agreed to in the Contract	\$19,170
Fixed monthly charge for first 36 months of Contract for District to provide all <u>storm water sewer services</u> as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement</i> .	\$33,811
Monthly Credit for 1 month for Purchase Price of both sanitary and storm water utility systems	(\$2.00)

6. **Future Rate Adjustments:** All rates and charges shall remain in affect for the number of months shown above, beginning on October 1, 2004. As agreed in the Contract, future rate increases may only be allowed after the number of initial months has passed, and then the frequency and method for rate adjustments will be according to the terms agreed in the Contract.
7. **Applicable and Executed Contract:** The contract which has been agreed to and executed is attached as ATTACHMENT A and is made part of this tariff as if fully set forth herein.

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FOR Entire Area Served

P.S.C. Ky. No. 1

Original Sheet No. 3

Hardin County Water District No. 1

CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

ATTACHMENT A

(Follows this sheet)

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Hardin County Water District No. 1, Radcliff, Kentucky

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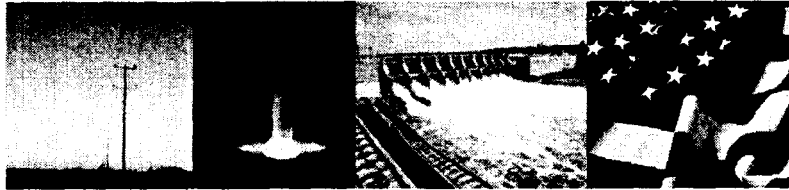
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Executive Director

**DEFENSE ENERGY SUPPORT CENTER
UTILITIES PRIVATIZATION
CONTRACT SP0600-04-C-8275**



**HARDIN COUNTY WATER DISTRICT #1
VEOLIA WATER NORTH AMERICA
OPERATING SERVICES**

**UTILITY SERVICE CONTRACT
for**

**WASTEWATER and STORM WATER
UTILITY SYSTEM
FORT KNOX, KENTUCKY**

David A. Nemerow, Contracting Officer
Benita C. Jackson, Contracting Officer

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AWARD/CONTRACT		UNDER GPAS (15 CFR 350)		1		52	
2. CONTRACT (Proc. Inst. Ident.) NO. SP0600-04-C-8275		3. EFFECTIVE DATE SEE BLOCK 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SP0600-01-R-0121			
5. ISSUED BY Defense Energy Support Center 8725 John J. Kingman Road, Suite 3830 Fort Belvoir, VA 22060-6222 Buyer: Benita Jackson/DESC-EA Phone: (703)767-9407 Email: Benita.Jackson@dla.mil		CODE SP0600		6. ADMINISTERED BY (If other than Item 5) Contract Administration Div., DBOS A-76 Div. Chief SFCA-SR-KN Bldg. 1109 Sixth Avenue, Fort Knox, KY 41021-5000 Contracting Officer: Steven J. Fries Phone: 502-624-8043 Email: Steven.Fries@knox.army.mil		CODE W91QF5	
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Hardin County Water District #1 1400 Rogersville Road Radcliff, KY 40160 Duns: 130-402-811 CAGE:				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE		FACILITY CODE		10. SUBMIT INVOICES ADDRESS SHOWN IN: G2		ITEM	
11. SHIP TO/MARK FOR		CODE		12. PAYMENT WILL BE MADE BY U.S. Army Garrison ATTN: ATZK-OSC (Tom Hutchins) Bldg 1110-B Fort Knox, KY 40121			
13. AUTHORITY FOR USING OTHER FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Section 9			
15A. ITEM NO.		15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001		Wastewater Collection Sys.					
0002		Storm Water Collection Sys. (See attached pages)					
15G. TOTAL AMOUNT OF CONTRACT						▶ \$73,764,920.00	
16. TABLE OF CONTENTS							
(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRUCE General Manager				20A. NAME OF CONTRACTING OFFICER BENITA C. JACKSON Contracting Officer			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED 30-SEP 2004		20B. UNITED STATES OF AMERICA Benita C. Jackson (Signature of Contracting Officer)		20C. DATE SIGNED 30-SEP-2004	
(Signature of person authorized to sign)						PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 12/1/2004 STANDARD FORM 26 PURSUANT TO 807 KAR 5:011 Prescribed by GSA FPMR (41 CFR) 101-11.6	

NSN 7540-01-152-8069
(REV. 4-83)
PREVIOUS EDITION UNUSABLE

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By 
Executive Director

Preamble

Hardin County Water District No. 1 (Hardin County's) original proposal dated May 30, 2002 in response to the Request for Proposal (RFP) SP0600-01-R-0121 for privatization of the Fort Knox wastewater and storm water utility systems and proposal revisions dated March 25, 2003, December 12, 2003, March 12, 2004, and August 30, 2004 along with all applicable price schedules and technical attachments is hereby accepted. Correspondence dated December 5, 2003, January 21, 2004, August 23, 2004, and August 24, 2004 is incorporated by reference into this contract award.

Hardin County shall assume ownership, operation and maintenance of the Wastewater and Storm Water Systems at Fort Knox, Kentucky. Hardin County shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services for the complete ownership, operation, maintenance, repair, upgrades, and improvements to the utility system. These services shall be provided in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained explicitly in this contract or incorporated by reference, to include the applicable Army Easement for Fort Knox. The Easement will be processed through the conjunction of the Corps of Engineers and Fort Knox Real Estate Office.

As a utility regulated by the Commonwealth of Kentucky Public Service Commission (PSC), Hardin County submitted a tariff rate for the wastewater and storm water utility systems. The price set forth herein in Section B will be fixed for the first three years of the contract. Hardin County will not seek an increase in the tariff rate during that period. Any subsequent increase must be approved by the PSC.

Because the prices for services provided under this contract are based on a regulated tariff, the solicitation provisions implementing price redetermination under FAR 52.216-5 shall not apply.

After the contract between the government and the City of Muldraugh has expired, Hardin County will negotiate a new agreement with the Muldraugh. The cost will be based on the percentage of flow received from Muldraugh versus the government. The charge to the government after the first year will be reduced by the amount that is charged to Muldraugh.

This contract is contingent on approval by the PSC. Hardin County will submit the signed contract, including the proposed tariff rate, to the PSC for approval. The PSC will then have 30 days to either accept or reject the contract as submitted. If PSC approval is not obtained within 60 days, the contract may be terminated without cost to either party. In such event, neither party will have any financial or performance obligation to the other.

The Service Contract Act does not apply to this contract in accordance with the statutory exemption for public utilities.

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By 
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SECTION B

Supplies or Services and Prices/Costs

B.1 Clauses and Provisions

Clauses and provisions from the Federal Acquisition Regulation (FAR) and its supplements are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

B.2 General

Hardin County shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services for the complete ownership, operation, maintenance, repair, upgrades, and improvements to these utility systems. These services shall be provided in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference.

B.3 Systems Privatized

The contract line item numbers (CLINs), shown in schedule A, represent the utility systems included in this contract for privatization:

SCHEDULE A

Utility System Contract Line Item Numbers

CLIN	Installation	Utility System
0001	Fort Knox, Kentucky	Wastewater Collection System
0002	Fort Knox, Kentucky	Storm Water Collection System

B.4 Alternate Price Proposal

B.4.1 Alternate Price Proposal

The Offeror shall complete a schedule B-2 for each utility system included in the proposal if proposing established or special tariff(s), schedule(s) and rate(s).

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SCHEDULE B-2

Utility Service Payment by the Government

Fort Knox, Kentucky

CLIN	Utility System	
0001	Waste Water Utility System	
Sub-CLINS	SUPPLIES/SERVICES	TARIFF/MONTHLY SERVICE CHARGE
AA *	Fixed Monthly Charge (see B.4.2.1, <i>Applicable Tariff</i>) The Contractor shall provide utility service in accordance with Section C, <i>Descriptions, Specifications, and Work Statement</i> .	\$213,659.00**
AB	Monthly Credit as Payment for Purchase Price (see B.4.2.2, <i>Monthly Credit as Payment for Purchase Price</i>). 1.00 Monthly Credit for 1 month.	(\$1.00)
AC	Initial Capital Improvement Surcharge \$58,995.00 for 24 months	\$58,995.00
AD	Initial Capital Improvement Surcharge (UV Disinfection) \$19,170.00 for 24 months	\$19,170.00
a Additions to the Fixed Monthly Charge will be handled in accordance with Section H.9, <i>Accounting for Capital Upgrades / Purchase Price</i> , and Schedule B-2 but should not be included in the price offered for Sub-CLIN AB.		
** The monthly service charge of \$213,659 shall be in effect for a period not less than 36 months.		

Fort Knox, Kentucky

CLIN	Utility System	
0002	Storm Water Utility System	
Sub-CLINS	SUPPLIES/SERVICES	TARIFF/MONTHLY SERVICE CHARGE
AA *	Fixed Monthly Charge (see B.4.2.1, <i>Applicable Tariff</i>) The Contractor shall provide utility service in accordance with Section C, <i>Descriptions, Specifications, and Work Statement</i> . ^a	\$33,811.00**
AB	Monthly Credit as Payment for Purchase Price (see B.4.2.2, <i>Monthly Credit as Payment for Purchase Price</i>). 1.00 Monthly Credit for 1 month.	(\$1.00)
a Additions to the Fixed Monthly Charge will be handled in accordance with Section H.9, <i>Accounting for Capital Upgrades / Purchase Price</i> , and Schedule B-2 but should not be included in the price offered for Sub-CLIN AB.		
** The monthly service charge of \$33,811 shall be in effect for a period not less than 36 months.		

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Table IV.2-5. Initial Capital Upgrade Costs	
Item	Estimated Cost
Permit Transfer (from Army to District)	\$30,000
RADIO TELEMETRY AT 8 LIFT STATIONS AND SCADA AT PLANT	\$197,126
GIS Mapping of Sewer and Storm Water System	\$166,000
SSES and I/I Study, including Flow Monitoring, Smoke Testing, Line Cleaning and TV Inspection	\$300,000
Design of Improvements and Inspection	\$150,000
Sewer Line Repairs (estimated at 35 dig-down repairs and some line replacement)	\$200,000
236 Manhole Repairs (Basins 2 and 8) 100 Manhole Repairs in Other Basins	\$244,400
Facilities Plan for State	\$48,350
NEPA Compliance	\$35,000
Change from Gas Chlorine to Bleach at Plant	\$20,000
Miscellaneous Lift Station Repairs and Equipment	\$25,000
TOTAL	\$1,415,876

B.4.2 Service Charges for Alternate Price Proposals

B.4.2.1 Sub-CLIN AA: Applicable Tariff(s)

The offeror shall propose a tariff rate or rates no less favorable than that offered to similarly situated utility customers. The offeror shall specify each proposed tariff and the buildings to which it applies (see L.7, *Proposal Preparation Instructions - Volume IV: Price Proposal*).

The total monthly price due to Hardin County will be the sum of the amount due under the Applicable Tariff(s), the recoverable portion of the purchase price as defined in paragraph H.9.3, *Recoverable Portion of the Purchase Price*, and listed in the price proposal, and capital upgrades, as defined in paragraph H.9.1, *Initial Capital Upgrades*, and listed in the price proposal.

B.4.2.2 Sub-CLIN AB: Monthly Credit as Payment for Purchase Price

Monthly Credit as Payment for Purchase Price: The monthly credit is the monthly portion of the purchase price which will be credited to the Government over the number of months proposed by the offeror. The purchase price is the product of the monthly credit multiplied by the number of months the Government will receive the credit. (Sub-CLIN AB). The credit will be applied to the fixed monthly charge, as defined in Sub-CLIN AA.

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SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

Hardin County shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. Hardin County will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

Hardin County shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. Hardin County shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

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C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

C.3 Requirement

C.3.1 Utility Service Requirement

Hardin County shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. Hardin County shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

Hardin County shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, Hardin County shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

Hardin County shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). Hardin County shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. Hardin County shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

Hardin County shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by Hardin County. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that Hardin County will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of Hardin County. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

Hardin County shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.

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C.3.4 Energy and Water Efficiency and Conservation

Hardin County shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

Hardin County agrees to use its best efforts to ensure that Hardin County's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. Hardin County will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by Hardin County. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through Hardin County-owned systems. Hardin County shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, Hardin County shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

Hardin County shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing Hardin County for temporary connections or utility usage. The Administrative Contracting Officer shall provide the following information regarding any temporary service connections:

Name of Contractor/customer

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Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

Hardin County may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

Hardin County shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. Hardin County shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

Hardin County shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, Changes - Fixed Price

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C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, Hardin County will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. Hardin County, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. Hardin County shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

Hardin County will be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to Hardin County on a reimbursable basis.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

Hardin County shall maintain record drawings for all existing and new facilities installed by Hardin County within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. Hardin County shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of Hardin County. Hardin County shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

Hardin County shall not employ any person for work on this contract if such person is identified to Hardin County as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

Hardin County's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, Hardin County shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.

C.5.2.2 Employee Certification

Hardin County shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

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C.5.2.3 National Agency Check

Hardin County shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. Hardin County shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

Hardin County shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

Hardin County shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by Hardin County's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. Hardin County shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of Hardin County's vehicles shall be readily identifiable. Identification shall include displaying Hardin County's name in a clear and unobstructed location on the vehicle. Hardin County may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

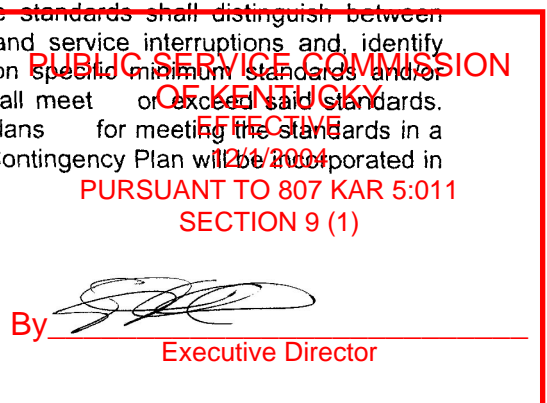
Prior to operating two-way, portable, or landmobile devices on the installation, Hardin County shall obtain approval of the Installation Communication Group by requesting an available clear frequency. Hardin County shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. Hardin County shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

Hardin County shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. Hardin County shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, Hardin County shall respond in accordance with their Service Interruption/Contingency Plan. Hardin County shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, Hardin County shall meet or exceed said standards. Hardin County shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.



In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, Hardin County shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

Hardin County shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to Hardin County. The Government will be responsible for disseminating such procedures within the Installation. Hardin County shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. Hardin County and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

Hardin County shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, Hardin County shall coordinate all work with the person responsible for the building or facility. The Government will provide Hardin County with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to Hardin County, or emergencies identified by Hardin County, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

Hardin County shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require Hardin County to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

Hardin County shall adhere to the Installation's excavation permit process.

C.9.6 Underground Utility Location

At the request of the Installation, Hardin County shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for the location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

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C.9.7 Coordination Meetings

Hardin County shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

Hardin County shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. Hardin County shall respond to these events as soon as possible after notification. Hardin County shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

Hardin County shall comply with all applicable environmental laws and regulations. Hardin County shall review all applicable Installation procedures related to environmental protection including, but not limited to, pollution prevention, and spill responses.

C.10.1 Permit Compliance

Once ownership of the utility systems is transferred, Hardin County shall be the party of record for all environmental permits related to operating the systems. Thereafter, Hardin County shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government shall remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

Hardin County shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas Hardin County shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide Hardin County with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6 inches and above at breast height can be cut only during the period of October 15 – March 31. Prior to removal of any trees Fish and Wildlife Section and Forestry Section, DBOS must be notified. Prior to any digging activities, the Post Archaeologist must be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and Army Regulation (AR) 200-2, Environmental Effects of Army Actions. Hardin County shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document will be coordinated with the Environmental Management Division (EMD). The document will be reviewed and approved by Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, Hardin County is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. Hardin County will provide a copy of the approved NEPA document to the Contracting Officers Representative.

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C.11 Upgrades and Renewals and Replacements

C.11.1 General

Hardin County shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of Hardin County required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by Hardin County on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

Hardin County shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements Hardin County intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

For offerors submitting price proposals using Schedule B-2, future capital upgrades shall be included in the Applicable Tariff rates. Accordingly, the above cost estimate information is only applicable to initial capital upgrades.

The Administrative Contracting Officer will advise Hardin County of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than May 31 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than May 31 of each year. The Plan shall be submitted to the Administrative Contracting Officer.

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C.11.2.5 Capital Upgrades

Hardin County may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, and B.5.2, *Service Charges*, or B.6.2, *Service Charges for Alternate Price Proposals*, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Schedule L-1 and L-3 and Paragraph B.5.2, *Service Charges*, or B.6.2, *Service Charges for Alternate Price Proposals*.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

Hardin County shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

Hardin County shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

Hardin County shall propose an Operational Transition Plan describing Hardin County's plan for the transfer of the utility systems from the Government to Hardin County. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

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C.13.1 Performance Start Date

Hardin County shall propose a date on which Hardin County will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as proposed by Hardin County. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by Hardin County. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and Hardin County initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to Hardin County.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to Hardin County.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

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SECTION D

Packaging and Marking

None

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SECTION E

Inspection and Acceptance

The following FAR Clause is Incorporated by Reference:

FAR 52.246-4: Inspection of Services -- Fixed-Price (Aug 1996)

IAW FAR 46.304

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SECTION F

Deliveries or Performance

F.1 Contract Term

Hardin County(s) agrees to furnish, and the Government agrees to purchase, utility distribution services, in accordance with the terms and conditions of this solicitation, for a period of 50 years commencing with the performance start date.

F.2 Commencement of Service

Hardin County shall complete all transitions and be prepared to provide utility services on the performance start date. The date shall be within one hundred twenty (120) days of contract award. The performance start date is defined as the expiration of the transition period (proposed by the Offeror) and the initiation of monthly utility service. The 50-year period of performance begins at the performance start date.

Phase I	Phase II	Phase III
Contract Award Date 30 September 2004	Transition Period (Pre-performance)	Performance Start Date
<i>Fixed date in time Government and Offeror agree to terms and conditions of utility service contract.</i>	<i>Offeror proposes duration of transition period; Transition period begins upon execution of contract award.</i>	<i>Transition Period Ends and Performance of Utility Services begins.</i>

F.3 Extension of Contract Performance Period

The contract performance period may be extended on a month-to-month basis for up to 6 months on the same terms and conditions upon the mutual agreement of the parties.

F.4 Clauses Incorporated by Reference

FAR Paragraph	Clause Title	Date
52.242-15	Stop Work Order IAW 42.1305(b)(1)	Aug 1989
52.242-17	Government Delay of Work IAW 42.1305(d)	Apr 1984

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SECTION G

Contract Administration Data

G.1 DFARS 252.201-7000: Contracting Officer's Representative (Dec 1991)

Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Department of Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

If the Contracting Officer designates a Contracting Officer's Representative (COR), Hardin County will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

The Administrative Contracting Officer for this contract administration is:

Steven J. Fries, Contract Administration Div., DBOS A-76 Div. Chief
SFCA-SR-KN
Bldg. 1109 Sixth Avenue
Fort Knox, KY 41021-5000
Ph (502) 624-8043

The Administrative Contracting Officer Representative for this contract administration is:

Bob Ender, Plants Branch Chief
ATZK-OSO
Bldg. 1205 Water Street
Fort Knox, KY 40121-5000
Ph (502) 624-5252

G.2 Submission and Payment of Invoices

The Government will pay Hardin County for utility service through a Monthly Service Charge. Subject to the provisions set forth in Section B, utility services will be billed according to the Sub-CLIN items in schedule B-2 on a monthly basis.

Hardin County shall prepare and send one original invoice and four copies to the Installation for payment by the 25th of each month for the previous month's billing period. Invoices shall be sent to the recipient and address identified below:

US Army Garrison
ATTN: ATZK-OSC (Tom Hutchins)
Bldg 1110-B
Fort Knox, KY 40121

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Accounting and Appropriation Data:

97X4930.5CF1 001 125.07 E 25.25 E04PAF2E1119MS S33181 \$495,000.00

97X4930.5CF1 001 125.07 E 25.27 E04PAF2E1126MS S33181 \$318,787.48

97X4930.5CF1 001 125.07 E 25.25 E04PAF2E1102MS S33181 \$333,346.50

G.3 Service Charge Adjustment

G.3.1 Schedule B-2

Changes to regulated tariff rates will be made in accordance with Clause FAR 52.241-7, *Changes in rates or terms and conditions of service for regulated services*.

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SECTION H

Special Contract Provisions

H.1 Mobilization and Other Contingencies

In the event of mobilization or other contingencies Hardin County shall promptly take whatever measures are needed to meet any new demands placed upon it, to include extended work hours and expansion of the contract work force.

Extra work effort under these circumstances may entitle Hardin County to equitable adjustment under the Changes Clause FAR 52.243-1 Alt 1, *Changes - Fixed Price*.

H.2 Insurance Requirements

Note: It is recommended that Hardin County(s) furnish a copy of the following requirements to its insurance company, in order to assure that an insurance certificate is issued meeting the minimum requirements shown.

H.2.1 Insurance Certificate

Hardin County shall deliver or cause to be delivered upon execution of this contract (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this contract) to Government a certificate of insurance evidencing the insurance required by this contract.

H.2.2 Types of Insurance

During the entire period this contract shall be in effect, Hardin County shall carry and maintain and require its contractors performing work on the Premises to carry and maintain:

H.2.2.1 General Liability

Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury" including, without limitation, bodily injury, death, or property damage. Such insurance is to afford immediate protection at all times during the term of this contract. The insurance will include limits of liability in amounts approved by the Government, but not less than \$1 million in the event of bodily injury or death to any one or more persons in one accident and, not less than \$500,000 for property damage.

H.2.2.2 Automobile Liability

Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person, and \$500,000 per accident for bodily injury, and \$20,000 per accident for property damage.

H.2.2.3 Workers' Compensation and Employer's Liability

If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law but not less than the amount of \$100,000.

H.2.3 General

All policies of insurance which this contract requires Hardin County to carry and maintain or cause to be carried or maintained, pursuant to this contract shall be effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this contract by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Government and Contractor.

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Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Contractor or Government or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Government of written notice thereof; provide that the insurer shall have no right of subrogation against Government; and be reasonably satisfactory to Government in all other respects.

Under no circumstances will Contractor be entitled to assign to any third party rights of action which Hardin County may have against the Government. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective upon ten (10) days' written notice to the Government. Hardin County understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Hardin County under this contract will constitute a failure to comply with the terms of this contract.

H.3 Catastrophic Loss

Hardin County(s) shall propose how it plans to protect itself from a catastrophic loss (for example, an earthquake) and/or personal injury due to negligence. If Hardin County(s) has catastrophic insurance, Hardin County(s) shall provide a copy of the coverage to the Administrative Contracting Officer.

H.4 Availability of Funds

Unless otherwise authorized by Public Law or Federal Regulation, nothing contained herein shall be construed as binding the Government to expend in any one fiscal year in furtherance of the matter of the contract or to involve the Government in an obligation for the future expenditure of monies before an appropriation is made (Anti-Deficiency Act, 31 U.S.C. 1341.A.1).

H.5 Notification

Hardin County shall provide 120 day written notice prior to any resale, transfer, or encumbrance of the systems or any components thereof.

H.7 Hazardous Substances

Hardin County, at its expense, must comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances is governed by applicable law.

H.8 Contribution in Aid of Construction (CIAC) Tax Liability

The parties hereby recognize that a purchase by Hardin County of Government utility systems at less than fair market value may be treated as a CIAC and therefore taxable income to Hardin County. As a result, Hardin County may incur an associated income tax liability. Any such liability will be Hardin County's responsibility and shall not be the basis for any claim against the Government.

H.9 Accounting for Capital Upgrades/Purchase Price

H.9.1 Initial Capital Upgrades (reference Paragraph C.11, *Upgrades and Renewals and Replacements*)

The price of each initial capital upgrade proposed by the offeror in Schedule L-3 of the Price Proposal will be added to the Fixed Monthly Charge, for the number of months indicated, when the upgrade is put in useful service. The Fixed Monthly Charge is the monthly service charge for the relevant utility system (the utility system of which the upgrade is a part) stated in Schedule B-2.

The price for each initial capital upgrade is fixed and is not subject to renegotiation under Paragraph B.7, *Type of Contract – Price Redetermination—Prospective*. The price for each upgrade will be amortized over the term proposed by the offeror in Schedule L-3 of the Price Proposal. With every monthly invoice that includes a request for payment for a capital upgrade identified in Schedule L-3, Hardin County shall

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submit an amortization schedule. The amortization schedule shall specify for each upgrade the additional monthly payment to be included in the Fixed Monthly Charge, the number of the payment (of the total payments required), and the remaining principal.

For offers using Schedule B-2, the upgrades will be paid in accordance with the method proposed by the offeror and accepted by the Government.

H.9.2 Future Capital Upgrades (reference Paragraph C.11, *Upgrades and Renewals and Replacements*)

Future capital upgrades for which the Government agrees to pay in accordance with Paragraph C.11, *Upgrades and Renewals and Replacements*, will be added to the Fixed Monthly Charge for the number of months agreed upon when the upgrade is put in useful service. With every monthly invoice that includes a request for payment for such an upgrade, Hardin County will include an amortization schedule. The amortization schedule shall specify for each upgrade the additional monthly payment included in the Fixed Monthly Charge, the number of the payment (of the total payments required), and the remaining principal. For offers using Schedule B-2, the upgrades will be paid in accordance with the method proposed by the offeror and accepted by the Government.

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SECTION I

Contract Clauses

I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

(IAW FAR 52.107(b))

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text.

The full text of a clause may be accessed electronically at these addresses:

<http://farsite.hill.af.mil> (All CLAUSES) and <http://www.arnet.gov/far> (FAR Clauses ONLY [Clauses I-11 through I-750]). (End of Clause)

I.2 FAR Clauses Incorporated by Reference

FAR Paragraph	Clause Title	IAW FAR	DATE
52.202-1	Definitions	2.201	Jul 2004
52.203-3	Gratuities	3.202	Apr 1984
52.203-5	Covenant against Contingent Fees	3.404	Apr 1984
52.203-6	Restrictions on Subcontractor Sales to the Government	3.503-2	Jul 1995
52.203-7	Anti-Kickback Procedures	3.502-3	Jul 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	3.104-9(a)	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	3.104-9(b)	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	3.808(b)	Jun 2003
52.204-4	Printing/Copying Double-Sided on Recycled Paper	4.303	Aug 2000
52.207-3	Right of First Refusal of Employment	7.305(c)	Nov 1991
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	9.409(b)	Jul 1995
52.215-2	Audit and Records - - Negotiations	15.209(b)	Jun 1999
52.215-8	Order of Precedence - Uniform Contract Format See Section C.1 of contract	15.209(h)	Oct 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	15.408(c)	Oct 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	15.408(e)	Oct 1997
52.215-21	Requirement for Cost or Pricing Data or Information other than Cost or Pricing	15.408(m)	Oct 1997
52.219-4	Notice of Price Evaluation for HUBZone Small Business Concerns	15.308(h)	Jan 1999

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FAR Paragraph	Clause Title	IAW FAR	DATE
52.219-8	Utilization of Small Business Concerns	19.708(a)	May 2004
52.219-9	Small Business Subcontracting Plan	19.708(b)	Jan 2002
52.219-9	Alternate II	19.708(b)(1)	Oct 2001
52.219-16	Liquidated Damages—Subcontracting Plan	19.708(b)(2)	Jan 1999
52.219-25	Small Disadvantaged Business participation Program-Disadvantaged Status and Reporting	19.1204(b)	Oct 1999
52.222-1	Notice to the Government of Labor Disputes	22.103-5(a)	Feb 1997
52.222-3	Convict Labor	22.202	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act - - Overtime Compensation	22.305	Sep 2000
52.222-21	Prohibition of Segregated Facilities	22.810(a)(1)	Feb 1999
52.222-26	Equal Opportunity	22.810(e)	Apr 2002
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	22.1310(a)	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	22.1408(a)	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	22.1310(b)	Dec 2001
52.223-5	Pollution Prevention and Right-to-Know Information	23.1005	Aug 2003
52.223-6	Drug-Free Workplace	23.505	May 2001
52.223-12	Refrigeration Equipment And Air Conditioners	23.804(b)	May 1995
52.223-13	Certification of Toxic Chemical Release Reporting	23.907(a)	Aug 2003
52.223-14	Toxic Chemical Release Reporting	23.907(b)	Aug 2003
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	26.104(a)	Jun 2000
52.227-1	Authorization and Consent	27.201-2(a)	Jul 1995
52.228-5	Insurance-Work on a Government Installation	28.310	Jan 1997
52.229-3	Federal, State, and Local Taxes	29.401-3	Apr 2003
52.232-1	Payments	32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	32.111(c)(1)	Feb 2002
52.232-11	Extras	32.111(d)(2)	Apr 1984

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FAR Paragraph	Clause Title	IAW FAR	DATE
52.232-17	Interest	32.617	Jun 1996
52.232-18	Availability of Funds	32.705-1(a)	Apr 1984
52.232-23	Assignment of Claims, ALT 1	32.806(a)(1)	Jan 1986
	Prompt Payment		
52.232-25	For the purposes of this clause, the blank(s) are completed as follows: (A)(6)(I) 7 th (B)(2) 30 th	32.908(c)	Oct 2003
52.232-33	Payment by Electronic Funds Transfer --Central Contractor Registration	32.1110(A)(1)	Oct 2003
52.233-1	Disputes (Alt 1)	33.215	Jul 2002
52.233-3	Protest after Award	33.106(b)	Aug 1996
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	37.110(b)	Apr 1984
52.237-3	Continuity of Services	37.110(c)	Jan 1991
52.241-8	For the purposes of this clause the blank(s) is/are completed as follows: <u>To be determined.</u>	41.501(d)(2)	Feb 1995
52.242-1	Notice of Intent to Disallow Costs	42.802	Apr 1984
52.242-13	Bankruptcy	42.903	Jul 1995
52.243-1	Changes – Fixed Price - Alt I	43.205(a)(1)(2)	Aug 1987
52.244-6	Subcontracts for Commercial Items	44.403	Jul 2004
52.249-2	Termination for Convenience of the Government (Fixed Price)	43.205(a)(1)	May 2004
52.249-8	Default (Fixed Price Supply and Service)	49.504(a)(1)	Apr 1984
52.252-6	Authorized Deviations in Clauses	52.107(f)	Apr 1984
52.248-1	Value Engineering	48.201	Feb 2000

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I.3 DFARS Clauses Incorporated by Reference

The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

The following DFAR clauses are incorporated by reference:

DFARS Paragraph	Clause Title	IAW	Date
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-5	Mar 1999
252.203-7002	Display of DoD Hotline Poster	DFARS 203.7002	Dec 1991
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Dec 1991
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.204-7004	Required Central Contractor Registration	DFARS 252.204-7304	Nov 2003
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470-2	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to Onsite Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty	DFARS 209.103-70	Nov 1995
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	DFARS 209.104-70(a)	Sep 2004
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Terrorist Country	DFARS 209.409	Mar 1998
252.215-7000	Pricing Adjustments	IAW DFARS 215.408(1)	Dec 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	DFARS 219.708(B)(1)(a)	Apr 1996
252.223-7004	Drug-Free Work Force	DFARS 223.570-4(a)	Sep 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	DFARS 223.7103(a)	Apr 1993
252.225-7031	Secondary Arab Boycott of Israel	DFARS 225.770-5	Apr 2003
252.231-7000	Supplemental Cost Principals	DFARS 231.100-70	Dec 1991
252.235-7003	Frequency Authorization	DFARS 235.071(b)	Dec 1991
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991
252.242-7000	Post-award Conference	DFARS 242.570	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-71	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-72	Mar 1998
252.247-7023	Transportation of Supplies by Sea	DFARS 247.573(b)	May 2002

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I.4 Clauses not applicable to Entities Submitting Prices Set by Law or Regulation (Incorporated by Reference)

Paragraph	Clause Title	IAW	Date
52.222-41	Service Contract Act of 1965, as amended	FAR 22.1006(a)	May 1989
52.222-44	Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts)	FAR 22.1006(c)	Feb 2002
52.230-2	Cost Accounting Standards	FAR 30.201-4(a)	Apr 1998
52.230-3	Disclosure and Consistency of Cost Accounting Standards	FAR 30.201-4(b)(1)	Apr 1998
52.230-6	Administration of Cost Accounting Standards	FAR 30.201-4(d)	Nov 1999

I.5 Clauses Applicable to Entities Submitting Prices Set by Law or Regulation

The following FAR clauses are incorporated by reference if award is made to an entity that is subject to rate regulation by an independent regulatory body with respect to its proposal under this solicitation.

Paragraph	Clause Title	IAW	Date
52.241-3	Scope and Duration of Contract For the purposes of this clause the blank(s) is/are completed as follows: a. 50 years b. (Wastewater and Storm Water)	FAR 41.501(c)(2)	Feb 1995
52.241-4	Change in Class of Service	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995
52.241-7	Change in Rates or Terms and Conditions of Service for Regulated Services For the purposes of this clause the blank(s) is/are completed as follows: <u>30 days.</u>	FAR 41.501(d)(1)	Feb 1995

I.6 Other Clauses

FAR 52.222-42: Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service for employees expected to be employed under the contract. This clause also states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 USC 5341 or 5332.

This statement is for information only; it is not a wage determination.

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EMPLOYEE CLASS

MONETARY WAGE - FRINGE BENEFITS

See Attachment J41 – Federal Equivalents

FAR 52.244-6: Subcontracts for Commercial Items (April 2003)

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1. *Subcontract*, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

To the maximum extent practicable, Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

52.222-26: Equal Opportunity (EO 11246)

52.222-35: Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 USC 4212[a])

52.222-36: Affirmative Action for Workers with Disabilities (29 USC 793)

52.247-64: Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 USC 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

The Contractor shall include the terms of this clause, including this paragraph, in subcontracts awarded under this contract.

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SECTION J

List of Attachments

TABLE J.1-1
Utility-Specific Attachments

RFP Attachment	Installation	Utility System
J42	Fort Knox, Kentucky	Wastewater and Storm Water System

Attachment J42 – Example Easement

Attachment J43 – Example Bill-of-Sale

Attachment J45 – Legislative Authority

—END OF SECTION—

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ATTACHMENT J32

U.S. Army Fort Knox Wastewater and Storm Water Systems

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J32 U.S. Army Fort Knox Wastewater System

Section J32 with revisions highlighted in RED replaces the current Section J32 in its entirety
Per Amendment 0002 01/14/02

J32.1 U.S. Army Fort Knox Overview

Located in north central Kentucky, Fort Knox is the home of the U.S. Army Armor Center, the U.S. Army Armor School, and the U.S. Bullion Depository. The 170 square mile post is currently under the command of the U.S. Army Training and Doctrine Command (TRADOC).

American soldiers occupied Fort Knox as early as the Civil War. In 1862 the 6th Michigan Infantry constructed the first fortifications in the area. In January 1918, Congress established a field artillery training center that they named Camp Knox after Major General Henry Knox, chief of Artillery for the Continental Army during the American Revolution and later the nation's first Secretary of War. The post was closed as a permanent installation in 1922, but continued to serve until 1932 as a training center for the V Corps, for reserve officer training, Citizens Military Training Camps, and for the National Guard. In 1936 the U.S. Treasury Department began construction of the U.S. Bullion Depository. The Gold Vault was opened in 1937.

On January 1, 1932, Congress designated Camp Knox as a permanent garrison and changed the name to Fort Knox. The Armored Force School and the Armored Force Replacement Center were officially established at Fort Knox October 1, 1940. Today, Fort Knox has an on-post population of nearly 27,000 people and the post serves a total of 163,000 people including over 10,000 soldiers.

J32.2 Wastewater System Description

J32.2.1 Wastewater System Fixed Equipment Inventory

The U.S. Army Fort Knox wastewater system consists of all appurtenances physically connected to the system from the point of demarcation. Generally, the point of demarcation will be the termination of a building's service line at the collection system including the collection joint. The system may include, but is not limited to, pipelines, lift stations, manholes, and a wastewater treatment plant. The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the system. The Offeror shall base the proposal on site inspections, information in the offeror's library, other pertinent information and the following description. Under no circumstances shall the successful Contractor be entitled to any rate adjustment based on the accuracy of the following description and inventory.

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J32.2.1.1 Description

Wastewater Collection System

The U.S. Army Fort Knox wastewater collection system consists of sewer mains and service connections for disposal. The sewer mains direct sewage from both the base and the City of Muldraugh, Kentucky to a wastewater treatment plant located on the base. The collection system on the base consists of approximately 922,870 feet of sewer mains ranging in size from 2" to 36", with 8" being the most common size. There are approximately 1,745 manholes within the base collection system.

The collection system is broken up into four individual classifications that are identified with the letters C, H, M and W followed by two numbers (e.g. C10). Letter C is an abbreviation for Capart Housing, letter H is an abbreviation for other housing, M is an abbreviation for Military and W is an abbreviation for Wherry Housing. The two numbers followed by two zeros represent block numbers (e.g. 1000 Block).

The age of the wastewater collection system ranges from 70 years old to 1-year-old and can be divided into three major age groups with the majority of the collection system being constructed prior to 1940.

Storm Water System

The U.S. Army Fort Knox storm water system consists of, but is not limited to, manholes, headwalls, catch basins, curb inlets, metal and concrete culverts, open concrete ditches, and various lengths of underground pipes ranging in size from 2 to 72 inches in diameter. Majority, but not all of these components, are shown on storm water drawing attached. See Table 3.1 for inventory of system. The age of the system components range from 50+ years to 5 years and the approximate age of various components is shown in Table 1.1. (per Amendment 0005 04/26/02)


Table 1 presents a summary of the age distribution.

TABLE 1
WASTEWATER COLLECTION SYSTEM AGE DISTRIBUTION
WASTEWATER COLLECTION SYSTEM U.S. ARMY FORT
KNOX

Year	Sewer Main Length in ft	Number of Manholes
< 1950	516,807	1,205
1950 - 1989	304,547	486
1990 - 2000	101,515	54

Lift Stations

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The U.S. Army Fort Knox collection system includes a total of twenty (20) lift stations with sixteen (16) containing submersible pumps, three (3) containing dry pit pumps, four (4) containing grinder pumps and one (1) containing a sewage ejector.

The lift stations containing submersible pumps include pumps ranging in size from 2 to 40 hp. Fourteen, (14) are identified as the following building numbers: 2389A, 2389B, 4015, 6151, 4767, 4990, 6035, 7233, 7238, 7241, 9384, 9101A, 9387 and 5543. The remaining two (2) lift stations are located at the following locations: Brave Rifles, and Camp Carlson 9101B.

The lift stations containing dry pit pumps include pumps ranging in size from 10 to 60 hp and are identified as the following building numbers: 4208, 5540 and 7873.

The sewage ejector has a capacity of 50 gpm and is identified as Bldg. 4002.

Seven (7) lift stations have emergency generators as part of their system. These lift stations are identified as the following building numbers with the size of the generator in parentheses: 4002 (10 KW), 4015 (188 KW), 4208 (256 KW), 5540 (169 KW), 6151 (33 KW), 7873 (100KW), 4767 (33 KW).

The age of the lift stations ranges from 58 years old to 1-year-old and can be divided into three major age groups. **Table 2** presents a summary of the age distribution of the lift station structure. The equipment in the lift station has typically been replaced and is significantly newer than the date listed.

TABLE 2
LIFT STATION AGE DISTRIBUTION
WASTEWATER COLLECTION SYSTEM U.S.
ARMY FORT KNOX

Year	Number of Lift Stations
< 1950	2
1950 - 1989	10
1990 - 2000	8

Wastewater Treatment System

The U.S. Army Fort Knox wastewater treatment system consists of one 6 million-gallons-per-day (MGD) wastewater treatment plant. The wastewater treatment plant is designed for an average wastewater flow of 6 MGD, a maximum daily flow of 14 MGD and a peak wastewater flow of 18 MGD.

The wastewater treatment plant consists of the following components:

- Preliminary Treatment
 - Two Mechanical Bar Screens
 - Two Vortex Grit Removal System
 - Influent Lift Station
- Septage Receiving Station – 10,000 gal capacity

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- Two Extended Aeration Oxidation Ditches at 2.55 MGD capacity each with four 75 hp brush surface rotors each
- Four Secondary Clarifiers at 75' diameter and 13' SWD
- Sludge pumping includes six 15 hp return activated sludge pumps and six 5 hp waste activated sludge pumps
- Two Chlorine Contact Basins at 93,750 gal each, with a total of two chlorine gas feeders with Dechlorination Injection System and a total of two sulfonators
- Two Gravity Sludge Thickeners at 35' diameter and 13' SWD
- Two Aerobic Digesters at 65' by 65' and 17' SWD with three 150 hp Blowers and Coarse Bubble Air Diffusion
- Sludge Dewatering Facility with two Belt Press Systems, 2 m width each, polymer feeds, sludge handling pumps, and conveyor systems
- Non-potable water system capable of supplying between 250 gpm and 500 gpm.
- 17 Sludge Drying Beds, 63280 SF, with filtrate return pumps, 2' + depth

This wastewater treatment plant handles flows from both the Base and the City of Muldraugh. Between April 1999 and March 2000, the wastewater treatment plant received an average influent flow of 3.3 MGD and a maximum daily influent flow of 13.8 MGD. In addition, plant personnel indicated that during wet weather, the influent flow into the treatment plant could be as high as 20 MGD.

Emergency Generator will be owned and maintained by Nolin RECC. Generator will be available at all times for emergency backup.

The seventeen (17) sludge drying beds at the WWTP are regulated as Solid Waste Management Units (SWMUs) by the Corrective Action section of our Hazardous Waste Storage Permit (Part B), IAW the Resource Conservation and Recovery Act (RCRA). A RCRA Facility Investigation (RFI) has been accomplished. Based on the results of the RFI, more investigation or remediation/monitoring will need to be performed. This will be the responsibility of the Contractor.

TABLE 1.1
Storm Water Collection Age Distribution
Storm Water Collection System U.S. Army Fort Knox

Year	Storm Water Pipe (Linear Feet)
<1950	90,000
1950 -1989	298,000
1990 - 2002	18,000

Linear feet of storm water pipe shown are an approximation and are not intended to be an actual quantity.

J32.2.1.2 Inventory

Table 3 provides a general listing of the major collection system fixed assets for the U.S. Army Fort Knox wastewater treatment system included in the purchase. The system will be sold in a "as is, where is" condition without any warranty, representation, or obligation on the

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for the U.S. Army Fort Knox wastewater treatment system will be sold in a "as is, where is" condition without any warranty, representation, or obligation on the

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part of Government to make any alterations, repairs, or improvements. Ancillary equipment attached to, and necessary for, operating the system, though not specifically mentioned herein, is considered part of the purchased utility.

TABLE 3

				FIXED INVENTORY
Wastewater System U.S. Army Fort Knox				
Item	Size	Quantity	Unit	Approximate Year of Construction
Pipe	2"	3,00	Linear Feet	Various
	4"	16,300	Linear Feet	Various
	6"	263,500	Linear Feet	Various
	8"	414,000	Linear Feet	Various
	10"	52,200	Linear Feet	Various
	12"	54,300	Linear Feet	Various
	15"	43,000	Linear Feet	Various
	18"	28,100	Linear Feet	Various
	20"	4,600	Linear Feet	Various
	21"	3,000	Linear Feet	Various
	24"	17,700	Linear Feet	Various
	30"	15,600	Linear Feet	Various
	36"	7,070	Linear Feet	Various
Manholes		1,745	Each	Various
Lift Stations		20	Each	Various

TABLE 3.1
Fixed Inventory
Storm Water System U.S. Army Fort Knox

PIPE DIAMETER (INCHES)	LINEAR FEET (APP.)	MISC. SIZES (UNKNOWN LF)
2	1,904	6" X 12"
4	1,711	16" X 25"
5	1,247	16" X 29"
6	18,862	18" X 29"
8	35,209	20" X 96"
10	8,353	36" X 58"
12	97,424	2' X 2'
14	49	3' X 4'
15	40,788	4' X 4'
16	883	4' X 5'
18	51,289	4' X 6'

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20	186	4' X 7'
21	10,560	4' X 8'
22	51	4' X 10'
24	43,367	4' X 12'
27	2,194	5' X 18'
28	477	8' X 8'
30	20,565	8' X 11'

<u>PIPE DIAMETER (INCHES)</u>	<u>LINEAR FEET (APP.)</u>	<u>MISC. SIZES</u> <u>(UNKNOWN LF)</u>
34	756	9.5' X 13'
35	234	10' X 15'
36	10,808	
42	3,632	
48	2,527	
54	832	
60	2,872	
72	6,372	
UNKNOWN DIM.	10,057	
OPEN CONCRETE DITCHES	<u>33,721</u>	
TOTAL		406,930

Table 3.1 provides a general listing of the major storm water system fixed assets at Fort Knox. Linear feet of storm water pipe shown are an approximation and are not intended to be an actual quantity. Majority of underground pipes are clay tile, concrete with the latest installed being PVC and culverts are both concrete and corrugated metal. The system will be sold in a "as is, where is" condition in that any warranty, representation, or obligation on the part of Government to make any alterations, repairs, or improvements. Ancillary equipment attached to, and necessary for, operating the system, though not specifically mentioned herein, is considered part of the purchased utility.

J32.2.2 Wastewater System Non-Fixed Equipment and Specialized Tools Inventory
Table 4 lists other ancillary equipment (spare parts) and **Table 5** lists specialized vehicles and tools included in the purchase. Offerors shall field verify all equipment and tools prior to submitting an offeror. Offerors shall make their own determination of the adequacy of all equipment and tools. The successful Contractor shall provide any and all equipment, vehicles, and tools, whether included in the purchase or not, to maintain a fully operating system under the terms of this contract.

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TABLE 4

SPARE PARTS

Wastewater System U.S. Army Fort Knox

Qty	Item	Description	Remarks
		The spare parts inventory varies on a day-to-day basis, but is estimated to be worth \$ 64,000.	

TABLE 5

SPECIALIZED EQUIPMENT AND VEHICLES

Wastewater System U.S. Army Fort Knox

Qty	Item	Description	Remarks
WASTEWATER TREATMENT PLANT LABORATORY EQUIPMENT			
1	Ea	INCUBATOR – MODEL #MFU20F3GW	
1	Ea	11.8 REFRIGERATOR – MODEL #TB12SBB	
1	Ea	DESICCATOR	
1	Ea	TIMER – MODEL #171	
1	Ea	STEAM STERILIZER – MODEL #800V	
1	Ea	LAB OVEN – MODEL #10201C	
1	Ea	LAB LINE – MODEL #4205	
1	Ea	STILL – WALL MOUNT	
1	Ea	WATER BATH – MODEL #5D	
1	Ea	COLONY COUNTER – MODEL #3325	
1	Ea	D.O. METER – MODEL 54ARC	
1	Ea	VAC PUMP – MODEL #XX6000000	
1	Ea	BALANCES – MODEL #AC100	
2	Ea	ISCO SAMPLER – MODEL #6700FR	
WASTEWATER TREATMENT PLANT COLLECTION SYSTEM EQUIPMENT			
1	Ea	JET RODDER AND VACUUM TRUCK	
1	Ea	FARM TRACTOR	
1	Ea	TRASH PUMP, 3" DISCHARGE, 5 HP GAS MOTOR	
1	Ea	ELECTRIC EEL SEWER MACHINE AND TRAILER	
1	Ea	MODEL 666 SEWER RODDER	
WASTEWATER TREATMENT PLANT EQUIPMENT			
1	Ea	FORKLIFT	

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1	Ea	TRUCK, LIGHT CUSHMAN
1	Ea	PUMP, FAIRBANKS-MORSE, W-3 WATER, VERTICAL TURBINE, 3-STAGE, MODEL #7M-7000AW
1	Ea	PUMP, JOHNSTON – SERIES JT, 3-STAGE PROPELLER, BELTWASH, MODEL #6AC-3
1	Ea	PUMP, FLYGT, SUBMERSIBLE – 35 HP, 2250 GPM, RAW WASTEWATER, MODEL #CP-3201X-MT
1	Ea	PUMP, FLYGT, SUBMERSIBLE – 5 HP, DILLUTION WATER, MODEL #CP-3102
1	Ea	PUMP, CHLORINE INDUCTION – MODEL SWC 3F
1	Ea	PUMP, SULFUR DIOXIDE INDUCTION – MODEL SWC 2F
1	Ea	PUMP, SUBMERSIBLE, SEWAGE, ZOELLER – 1 HP, 230V, MODEL #E-284C
1	Ea	MOTOR, SEW, EURODRIVE, 230/460V, 3 HP, BELT PRESS DRIVE, TYPE DF26BHSDT100L24-KS
1	Ea	MOTOR, GE, 184T-FR, 5 HP, 230/460V, SLUDGE CONVEYOR, MODEL #5KS184BC205
1	Ea	MOTOR, BALDOR, 215T-FR, 10 HP, 230/460V, PTB AIR HANDLER DRIVE, MODEL #37F380X954

J32.2.3 Wastewater AND Storm Water System Manuals, Drawings, and Records Inventory

Table 6 lists the manuals, drawings, and records that will be transferred with the system.

TABLE 6

MANUALS, DRAWINGS, AND RECORDS

Wastewater and Storm Water Systems U. S. Army Fort Knox (per Amendment 0005 04/26/02)

Qty	Item	Description	Remarks
3	12 Volumes	Wastewater Treatment Plant O&M Manuals	None N/A
1	Set	Wastewater Treatment Plant Construction Drawings	None N/A
1	Set	Wastewater Treatment Plant As-Built Drawings	Reviewing
1	CD*	Storm Water Drawing (per Amendment 0005 04/26/02)	None

* The CD can be requested by contacting Mr. J. R. Cardin, Fort Knox at (502) 224-7914 or by sending an email at "James.Cardin@knox.army.mil", or Mr. Randy Ball at (502) 224-7914 or email at "Randy.Ball@knox.army.mil." The site visit can be setup during May 6 – 10, 2002 by contacting Mr. Cardin or Mr. Ball.

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J32.3 Specific Service Requirements

Excess Capacity

The wastewater treatment plant currently has excess capacity except during some storm water events. The Contractor may use the excess capacity per paragraph C.4.2. However this excess capacity is reserved for mobilization and must be available to Fort Knox at any time. Full capacity of treatment plant must be maintained in order to meet mobilization requirements.

Pretreatment Program

Successful offeror shall implement and maintain a Pretreatment Plan in accordance with KPDES permit. The U.S. Army Fort Knox currently has a pretreatment program for their wastewater treatment plant and a copy of the program is available for viewing. The objective of the pretreatment program is to prevent violation of the Clean Water Act by preventing the introduction of pollutants into the Wastewater Treatment Plant that could interfere with its operation; and/or prevent the pass-through of pollutants that could cause a violation of the operating permit limitations and/or applicable water quality standards. The Pretreatment Program document, dated 26 November 1996, presents a description of the pretreatment program including discharge limits for pollutants, typical sampling locations and a monitoring plan. Activities associated with the pretreatment program include, but are not limited to, facility monitoring and source identification of prohibited pollutants. Facility monitoring includes facility inspections, wastewater sampling/analysis and wastewater flow measurement. Facility inspections include semi-annual formal inspections and informal inspections as required. Sampling/analysis includes quarterly scheduled sampling/analysis events for each facility and unscheduled random sampling/analysis events as required. Flow from each facility is measured as required to quantify waste streams. Currently, a total of 25 on-base facilities and the City of Muldraugh are being monitored as part of the pretreatment program.

Geographical Information System

The Government shall furnish available drawings and related engineering and property information to the Contractor within sixty (60) days of contract award. Such available drawings of the wastewater and storm water systems may not be comprehensive. Drawings and related property information shall include, but not be limited to, wastewater and storm water systems facilities and distribution lines and related system components. The Contractor shall thereafter incorporate the entire privatized wastewater and storm water systems into an automated Geographical Information System (GIS) compatible with the Government system within six (6) months of receipt of the Government furnished information. GIS system being utilized by Government is GEOSYNC and drawings are in AUTOCAD format. Information on manholes, sewer lines, lift stations, treatment facilities, headwalls, catch basins, curb inlets, culverts, and storm water pipes shall be included in the GIS system. Information shall include, but not be limited to, sewer and storm water pipe lines sizes, materials, and age, manhole type, materials, age, and invert elevations, lift

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station pipe sizes, materials, age and invert elevations, valve sizes, materials and age, lift station pump sizes, materials and age, emergency generators information, culvert sizes and materials, and treatment plant information. The Contractor shall maintain "as-built" drawings for all facilities and related system components installed and/or modified and update the Government GIS system within ninety (90) days after installation/modification. Upon reasonable request and with reasonable notice, the Government may inspect and copy such drawings and the Contractor shall provide available to the Government.

J32.4 Current Service Arrangement

The U.S. Army currently provides wastewater collection and treatment service for Fort Knox and the City of Muldraugh. Current service agreement with City of Muldraugh shall remain in affect for a period of one year after award. At that time a new agreement may be negotiated. Other treatment services to be provided include treatment of waste from Field Latrines and grey water placed in system at Septic Receiving Station by contractors and units, treatment of Landfill Leachate placed by contractor in Burke Motor Park Manhole, and treatment of cooked grease from dining facilities and soil from car wash placed on drying beds by contractors. The treated wastewater is discharged into Mill Creek under a Kentucky Pollutant Discharge Elimination Permit # KY 0002917.

J32.5 Secondary Metering

There are currently no requirements for secondary metering of wastewater included in this contract.

Any future wastewater secondary metering requested by the Government will be IAW C.3, Future Secondary Meters.

J32.6 Monthly Submittals

In addition to the submittal requirements from Clause H.5, the Contractor shall provide the Government monthly submittals for:

1. Invoicing (IAW G.2) for the previous months services. The Contractor's invoice shall be prepared in a format proposed by the Contractor and accepted by the Contracting Officer. Monthly invoices shall be submitted to Directorate of Base Operation Support, Engineer and Services Division, Building 1110, Fort Knox, KY 40121.
2. Monthly interruption report for the previous month. The Contractor's monthly interruption report shall be prepared in the format presented in Attachment 1.
3. System Efficiency Report. If required by Clause C.3 the Contractor shall submit a system efficiency report in a format proposed by the Contractor and accepted by the Contracting Officer.

J32.7 Infiltration and Inflow (I&I) Projects

IAW C.3, Utility Service Requirement, only an Infiltration and Inflow Study has been implemented by the Government for managing and monitoring I&I.

Roy F. Weston, Inc. conducted an Infiltration and Inflow Study for the U.S. Army Fort Knox Base in November 1998. The study's scope was to identify sources of infiltration and inflow in the Base's wastewater collection system. Infiltration is defined as water originating from rainfall or groundwater seepage flowing into the wastewater collection system through

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cracks in pipes and separated pipe joints. Inflow is defined as water being contributed to the wastewater collection system from connected housing sump pumps, storm sewers and roof drains.

For the purpose of the study, the entire base wastewater collection system was divided into ten distinct drainage basins. The study included the inspection of 50 manholes and dry and wet weather flow monitoring throughout the entire wastewater collection system. During the flow monitoring, the flow meters were checked for accuracy and reliability once per day.

Manhole inspection indicated that most manholes had cracked offset rings and some pipe to manhole connections were also cracked. Both of these conditions can result in significant infiltration. The flow monitoring indicated, that all basins except one had no significant I&I sources. One drainage basin exhibited I&I of between 1,500 to 2,000 gpd/idm.

Weston, Inc.'s major recommendations were to repair cracked offset rings and pipe to manhole connections and to investigate the one drainage basin with the highest I&I for the location of pipe cracks and non-wastewater connections. A copy of I & I report will be available for viewing during solicitation process and will be provided to successful offeror.

J32.8 Service Area

IAW Clause C.4, Service Area, the service area is defined as all areas within the installation boundaries. Fort Knox has a total area of approximately 170 square miles. The northern boundary of the installation is the Ohio River and the town of Cupio. On the east, the installation extends to Beech Grove and Lebanon Junction. The south is bounded by highway 313 and Radcliff, while the western boundary is Rock Haven and Red Hill.

J32.9 Off-Installation Sites

There is only one off-installation site, which is the City of Muldraugh. The City is located approximately one (1) mile north of the U.S. Army base and has an approximate population of 1,376. The requirement for sewage services is part of and associated with this scope. The City of Muldraugh maintains the sewer system to the end of the force main.

J32.10 Specific Transition Requirements

IAW Clause C.17, Transition Plan, **Table 7** lists service connections and disconnections required upon transfer, and **Table 8** lists the improvement projects required upon transfer of the Fort Knox wastewater collection and treatment system. Other transition requirements include development of a modified pretreatment program including reassigning of specific duties and reporting requirements.

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TABLE 7

SERVICE CONNECTIONS AND DISCONNECTIONS

Wastewater System U.S. Army Fort Knox

Location	Description
None Identified	

TABLE 8

SYSTEM IMPROVEMENT PROJECTS

Wastewater System U.S. Army Fort Knox

Project Location	Project Description
None Identified	

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ATTACHMENT J42

Army Easement (Real Estate Office)

TO BE ISSUED BY CORPS OF ENGINEERS AND FORT KNOX, KENTUCKY REAL ESTATE
OFFICE AND COORDINATED WITH THE CONTRACTING OFFICER REPRESENTATIVE (COR).

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ATTACHMENT J43

Army Bill of Sale (Real Estate Office)

TO BE ISSUED BY CORPS OF ENGINEERS AND FORT KNOX, KENTUCKY REAL ESTATE
OFFICE AND COORDINATED WITH THE CONTRACTING OFFICER REPRESENTATIVE (COR).

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